BILL NO. S-80-07-35

SPECIAL ORDINANCE NO. S-88-80

AN ORDINANCE approving a contract for Improvement Resolution No. 5869-80 between the City of Fort Wayne, Indiana and T & F Construction Corp. for curb and sidewalk improvement.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract dated June 19, 1980, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and T & F Construction Corp. for:

curb and sidewalk construction where needed along Clark Street from High Street to Second: Orchard Street from High to Third: Marion Street from High to Third: also know as Northwest Central Neighborhood, Phase IV,

under Board of Public Works Improvement Resolution No. 5869-80 at a total cost of $25,565.45 from C D & P Funds, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY JULY 18, 1980.

J. E. Hoffman
JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by Talarico, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Wks (~~and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on ______, the ______ day of ______, 19___, at ______ o'clock ___ M.,E.S.T.~~

DATE: 7-22-80

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Talarico, seconded by GiaQuinta, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
NUCKOLS				✓	
SCHMIDT, D.				✓	
SCHMIDT, V.				✓	
SCHOMBURG	✓				
STIER	✓				
TALARICO	✓				

DATE: 8-12-80

Charles W. Westerman /ne
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. S-88-80 on the 12th day of August, 19 80.

ATTEST: (SEAL)

Charles W. Westerman /ne
CHARLES W. WESTERMAN - CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of August, 19 80, at the hour of 11:30 o'clock A. M.,E.S.T.

Charles W. Westerman /ne
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this 18th day of August 19 80 at the hour of 9:30 o'clock A M.,E.S.T.

[signature]
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-80-07-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Improvement Resolution No. 5869-80 between the City of Fort Wayne, Indiana and T & F Construction Corp. for curb and sidewalk improvement

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

PAUL M. BURNS, VICE CHAIRMAN — Paul M. Burns

JOHN NUCKOLS

MARK GiaQUINTA — Mark E. GiaQuinta

ROY SCHOMBURG — Roy J. Schomburg

CONCURRED IN

DATE 8-12-80 CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works June 9, 1980

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

On June 4, 1980, Contract for Curb and Sidewalk Improvement Resolution No. 5869-80, Northwest Central Phase IV, in amount of $25,565.45 was awarded to T & F Construction Corp. which bid was 24.8% below Engineer's estimate.

T & F Construction Corp. advises the Board they wish to begin immediately on the construction of said sidewalks. Approximately one-third of the construction season has now passed and time is of the essence. Therefore, Board of Works respectfully requests "Prior Approval" so that construction may begin immediately on this C D & P funded project.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

MARK L. AKERS, CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

ep

APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:

CHARLES W. WESTERMAN, CLERK

AN EQUAL OPPORTUNITY EMPLOYER

6-4-80

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER
FORT WAYNE INDIANA

PROJECT Northwest Central Phase IV
DATE May 28, 1980 RES. NO. 5869-80
MATERIAL

QUAN	UNIT	MATERIAL	ESTIMATE	EXTENSION	T & F Construction Corp. UNIT BID	T & F Construction Corp. TOTAL BID	Kieth-Riley Construction Co. Inc. UNIT BID	Kieth-Riley Construction Co. Inc. TOTAL BID	Hipskind Concrete Corp. UNIT BID	Hipskind Concrete Corp. TOTAL BID	L.W. Dailey, Inc. UNIT BID	L.W. Dailey, Inc. TOTAL BID
942	SY	Conc. Removal	6.00	5652.00	3.60	3391.20	3.00	2826.00	3.50	3297.00	3.25	3061.50
5905	SF	4" Walk	1.80	10629.00	1.45	8562.25	1.50	8857.50	1.50	8857.50	1.60	9448.00
400	LF	Curb Removal	2.50	1000.00	1.25	500.00	1.00	400.00	1.25	500.00	2.00	800.00
120	LF	Type III Curb	10.00	1200.00	6.50	780.00	8.00	960.00	5.40	648.00	9.50	1140.00
2420	S.F	6" Curbface Walk w/Ramp	2.50	6050.00	1.85	4477.00	2.25	5445.00	1.95	4719.00	2.00	4840.00
15	SY	9" Conc. Recessed 2"	27.00	405.00	21.00	315.00	30.00	450.00	20.00	300.00	22.00	330.00
3	EA.	Remove Tree	350.00	1050.00	400.00	1200.00	265.00	795.00	250.00	750.00	300.00	900.00
4	EA	Type IC C.B.	1000.00	4000.00	1000.00	4000.00	1000.00	4000.00	1000.00	4000.00	1200.00	4800.00
4	EA	Abandon Structure	150.00	600.00	150.00	600.00	200.00	800.00	300.00	1200.00	50.00	200.00
136	TON	Top Soil	10.00	1360.00	7.50	1020.00	5.00	680.00	10.00	1360.00	6.00	816.00
495	SY	Fine Grading, Seed, Mulch	2.00	990.00	1.00	495.00	0.60	297.00	0.75	371.25	0.50	247.50
6	EA	Concrete Steps	150.00	900.00	25.00	150	100.00	600.00	75.00	450.00	50.00	300.00
1	EA	Adjust Casting	150.00	150.00	75.00	75.00	100.00	100.00	50.00	50.00	100.00	100.00
		Total		33986.00		25565.45		26210.50		26502.75		26983.00
						24.8% Below		23% Below		22% Below		20.6% Below

QUAN	UNIT	MATERIAL	Simmerman Construction Co., Inc. UNIT BID	Simmerman Construction Co., Inc. TOTAL BID	Gateway Construction Co. UNIT BID	Gateway Construction Co. TOTAL BID	Hipskind Asphalt Corporation UNIT BID	Hipskind Asphalt Corporation TOTAL BID	Seeks Construction Co., Inc. UNIT BID	Seeks Construction Co., Inc. TOTAL BID
942	SY	Conc. Removal	3.50	3297.00	4.50	4239.00	3.00	2826.00	4.70	4427.40
5905	SF	4" Walk	1.60	9448.00	1.50	8857.50	1.60	9448.00	1.50	8857.50
400	LF	Curb Removal	1.50	600.00	1.80	720.00	3.00	1200.00	2.00	800.00
120	LF	Type III Curb	5.50	660.00	8.00	960.00	10.00	1200.00	9.00	1080.00
2420	S.F	6" Curbface Walk w/Ramp	2.00	4840.00	1.90	4598.00	2.20	5324.00	2.10	5082.00
15	SY	9" Conc. Recessed 2"	21.00	315.00	24.00	360.00	30.00	450.00	27.00	405.00
3	EA.	Remove Tree	195.00	585.00	300.00	900	300.00	900.00	250.00	750.00
4	EA	Type IC C.B.	1350.00	5400.00	1000.00	4000.00	1000.00	4000.00	1100.00	4400.00
4	EA	Abandon Structure	120.00	480.00	120.00	480.00	75.00	300.00	250.00	1000.00
136	TON	Top Soil	9.00	1224.00	8.00	1088.00	10.00	1360.00	10.00	1360.00
495	SY	Fine Grading, Seed, Mulch	0.70	346.50	1.30	643.50	1.00	495.00	1.00	495.00
6	EA	Concrete Steps	30.00	180.00	40.00	240.00	75.00	450.00	100.00	600.00
1	EA	Adjust Casting	75.00	75.00	150.00	150.00	200.00	200.00	175.00	175.00
		Total		27450.50		27533.00		28153.00		29431.50
				19.2% Below		19% Below		17.2% Below		13.4% Below

QUAN	UNIT	MATERIAL	John Dehner, Inc. UNIT BID	John Dehner, Inc. TOTAL BID	Moellering Construction Co., Inc. UNIT BID	Moellering Construction Co., Inc. TOTAL BID	T & G Excavating, Inc. UNIT BID	T & G Excavating, Inc. TOTAL BID
942	SY	Conc. Removal	2.10	1978.20	3.50	3297.00	5.28	4973.76
5905	SF	4" Walk	1.65	9743.25	1.75	10333.75	1.85	10924.25
400	LF	Curb Removal	1.95	780.00	3.60	1440.00	2.10	840.00
120	LF	Type III Curb	12.50	1500.00	15.00	1800.00	12.45	1494.00
2420	S.F	6" Curbface Walk w/Ramp	3.50	8470.00	3.05	7381.00	2.70	6534.00
15	SY	9" Conc. Recessed 2"	35.00	525.00	27.50	412.50	34.25	513.75
3	EA.	Remove Tree	320.00	960.00	180.00	540.00	440.00	1320.00
4	EA	Type IC C.B.	1250.00	5000.00	1500.00	6000.00	1330.00	5320.00
4	EA	Abandon Structure	200.00	800.00	240.00	960.00	140.00	560.00
136	TON	Top Soil	9.50	1292.00	9.00	1224.00	9.20	1251.20
495	SY	Fine Grading, Seed, Mulch	0.90	445.50	0.60	297.00	1.22	603.90
6	EA	Concrete Steps	175.00	1050.00	180.00	1080.00	188.00	1128.00
1	EA	Adjust Casting	100.00	100.00	180.00	180.00	95.00	95.00
		Total		32643.95		34945.25		~~[illegible]~~ 35551.85
				3.5% Below		2.8% Over		4.6% Over

B.O. 159-80 CITY PAID

Curb & Sdw. **Improvement Resolution No.** 5869 **19** 80

curbs and sidewalks where needed along Clark Street from High to Second; Orchard from High to Third; Marion from High to Third; also known as NORTHWEST CENTRAL NEIGH_ BORHOOD, PHASE IV.

Width:__________Ft.

Plans Ordered:

Adopted: May 7, 1980

Advt. "Notice to P.O.":

Not. to P. O. Mailed:

Hearing on Confirmation:

Remonstrance Filed:

Confirmed:

Finally Confirmed:

Advt. "Notice to Contr's": May 16 and 23, 1980

Receive Bids: Wednesday, May 28, 1980 at 9 a.m.
ord. bid docs.

Contract Awarded: Wednesday, June 4, 1980 at 9 a.m.

Contract Awarded to: T & F Const. Co.

For: $25,565.45 subj. to councilmanic approval
ord. contract.

At:

Reported Completed:

Primary Assmt. Roll Appr'd:

Advt. "Assessment Notice":

Hearing on Confir'n of Assmt. Roll:

Assessment Roll Confirmed:

CITY PAID
SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING____________
RATIFICATION______________

CONTRACT

This Agreement, made and entered into this________day of____________________, 19____

by and between ---------- T & F CONSTRUCTION CORPORATION OF INDIANA --------------

----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
Resolution No. 5869-80
prove by constructing curbs and sidewalks where needed along Clark Street from High Street to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX feet with XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5869-80 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Three dollars and sixty cents per square yard	3.60
4" Walk	One dollar and forty-five cents per square foot	1.45
Curb Removal	One dollar and twenty-five cents per lineal foot	1.25
Type III Curb	Six dollars and fifty cents per lineal foot	6.50
6" Curbface Wingwalk w/Ramp	One dollar and eighty-five cents per square foot	1.85
9" Concrete Recessed 2"	Twenty-one dollars and no cents per square yard	21.00
Remove Tree	Four hundred dollars and no cents per each	400.00
Type IC Catch Basin	One thousand dollars and no cents per each	1,000.00
Abandon Structure	One hundred and fifty dollars and no cents per each	150.00
Topsoil	Seven dollars and fifty cents per ton	7.50

by grading and paving the roadway to a width of XXXXXXXXXXXXfeet withXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5869-80 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Three dollars and sixty cents per square yard	3.60
4" Walk	One dollar and forty-five cents per square foot	1.45
Curb Removal	One dollar and twenty-five cents per lineal foot	1.25
Type III Curb	Six dollars and fifty cents per lineal foot	6.50
6" Curbface Wingwalk w/Ramp	One dollar and eighty-five cents per square foot	1.85
9" Concrete Recessed 2"	Twenty-one dollars and no cents per square yard	21.00
Remove Tree	Four hundred dollars and no cents per each	400.00
Type IC Catch Basin	One thousand dollars and no cents per each	1,000.00
Abandon Structure	One hundred and fifty dollars and no cents per each	150.00
Topsoil	Seven dollars and fifty cents per ton	7.50
Fine Grading, Seed, Mulch	One dollar and no cents per square yard	1.00
Concrete Steps - 1 Riser	Twenty-five dollars and no cents per each	25.00
Adjust Casting	Seventy-five dollars and no cents per each	75.00
TOTAL	Twenty-five thousand, five hundred and sixty-five dollars and forty-five cents	$25,565.45

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended) concerning discriminating in employment under municipal contracts is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5869-80 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 15, 1980 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 19th day of June, 1980

T & F CONSTRUCTION CORPORATION OF INDIANA

BY: J. L. Taber

ITS: PRESIDENT

Contractor, Party of the First Part.

ATTEST:

V L Miller

Corporate Secretary

City of Fort Wayne, By and Through:

____

____

____

____

Its Board of Public Works and Mayor.

ATTEST:

____

Secretary and Clerk

APPROVED AS TO FORM AND LEGALITY

____

CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

FOR CURB AND SIDEWALK

No. 5869 - 1980

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs and sidewalks where needed along Clark Street from High to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

all in accordance with the profile, detail-drawing and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid/by Community Development & Planning.

Adopted, this ________ *day of* ________

ATTEST: ________
Secretary & Clerk

BOARD OF PUBLIC WORKS

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we T & F CONSTRUCTION CORPORATION as Principal, and the Fidelity & Deposit Co. of Maryland ____________________, a corporation organized under the laws of the State of Indiana, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS AND FORTY-FIVE CENTS---------------------- ($ 25,565.45 -----------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 19TH day of JUNE, 1980, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5869-80

curbs and sidewalks where needed along Clark Street from High Street to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

at a cost of $ 25,565.45-------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

T & F CONSTRUCTION CORPORATION OF INDIANA
(Contractor)

BY: J. L. Taber
J. L. Taber

ITS: President

ATTEST:

VL Miller
(Title) Corporate Secretary

Fidelity and Deposit Co. of Maryland
Surety

*BY: Janet L. Turner
Authorized Agent
(Attorney-in-Fact)
Janet L. Turner

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner and David N. Matherly, all of Richmond, Indiana, EACH............ its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000)....................

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, etal, dated, October 25, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of November, A.D. 1979.

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SEAL) ATTEST:

C W Robbins
Assistant Secretary

By C M Pecot
Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 26th day of November, A.D. 19 79, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(Notary seal: CAROL J. FADER, NOTARY PUBLIC, BALTIMORE CITY, MD.)

Carol J. Fader
Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 19TH day of JUNE, 1980

W. E. Bestry
Assistant Secretary

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

------------ T & F CONSTRUCTION CORPORATION OF INDIANA --------------------------
(Name of Contractor)

-------------- P.O. BOX 27, HAGERSTOWN, INDIANA 47346 --------------------------
(Address)

a CORPORATION, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fidelity and Deposit Co. of Maryland
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS AND FORTY-FIVE CENTS---------------------------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 19TH day of JUNE, 1980, for the construction of:

Resolution No. 5869-80

To improve by constructing curbs and sidewalks where needed along Clark Street from High Street to Second; Orchard Street from High to Third; Marion Street from High to Third; also known as NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT.

at a cost of TWENTY-FIVE THOUSAND, FIVE HUNDRED AND SIXTY-FIVE DOLLARS AND FORTY-FIVE CENTS--
($ 25,565.45--------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in THREE (3) (number) counterparts, each one of which shall be deemed an original, this 19TH day of JUNE, ~~1979~~. 1980.

(SEAL)

ATTEST:

V L Miller
(Principal) Secretary V.L. Miller

T & F CONSTRUCTION CORPORATION
Principal

BY J. L. Taber
J. L. Taber

President
(Title)

P. O. Box #27, Hagerstown, Indiana 47346
(Address)

Bonita J. Kerney
Witness as to Principal
Bonita J. Kerney
P. O. Box 27
(Address)

Hagerstown, Indiana 47346

Fidelity and Deposit Co. of Maryland
Surety
BY Janet L. Turner
Attorney-in-Fact
(Authorized Agent)
Janet L. Turner

P. O. Box 906
(Address)

Richmond, Indiana 47374

Dorothy Jean Ellis
Witness as to Surety
Dorothy Jean Ellis
P. O. Box 906
(Address)

Richmond, Indiana 47374

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

Power of Attorney

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR. , Vice-President, and C. W. ROBBINS , Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

SEC. 2. The President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto.

does hereby nominate, constitute and appoint Jerry J. Dils, Robert W. Robbins, Russell L. Turner, Lynwell L. Case, Gregory K. Dils, Earl L. Chamness, Dorothy Jean Ellis, Janet L. Turner and David N. Matherly, all of Richmond, Indiana, EACH............. its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED THOUSAND DOLLARS ($200,000).......................

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Jerry J. Dils, etal, dated, October 25, 1978.

The said Assistant Secretary does hereby certify that the aforegoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of November, A.D. 1979

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SEAL) ATTEST: C W Robbins, Assistant Secretary

By C M Pecot, Vice-President

STATE OF MARYLAND } ss:
CITY OF BALTIMORE }

On this 26th day of November , A.D. 19 79 , before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore, the day and year first above written.

(CAROL J. FADER NOTARY PUBLIC BALTIMORE CITY, MD) Carol J. Fader

Notary Public Commission Expires July 1, 1982

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 19TH day of JUNE, 1980.

Assistant Secretary

L1428Ctf.—1M, 9-79 208873

[illegible]

SS-S[illegible]
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT, WAYNE, INDIANA DURING THE MONTHS OF APRIL, MAY AND JUNE, 1980,
in compliance with the provisions of CHAPTER Ø 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S	13.80	55¢	1.25			3if
BOILERMAKER	S	13.25	1.17½	1.00		3¢	
BRICKLAYER	S	12.21	57¢	.50		2¢	6if
CARPENTER (BUILDING)	S	11.29	70¢	6%		2¢	4if
CARPENTER (HIGHWAY)	S	11.93	70¢	.70		5¢	2if
CEMENT MASON	S	10.85	75¢	.80		2¢	
ELECTRICIAN	S	13.05	55¢	3%+50¢		6¢	1%if
ELEVATOR CONSTRUCTOR	S	12.33	1.04½	.82	8%	3½¢	
GLAZIER	S	11.39		.25	40¢	4¢	.25¢holida
IRON WORKER	S	12.35	1.00	1.45		2¢	25 annuit 21f
LABORER (BUILDING)	S-SS US	8.55-9.55	.70	.70		9¢	
LABORER (HIGHWAY)	S-US-SS	8.30-9.15	.70	.70		9¢	
LABORER (SEWER)	S-US-SS	8.30-9.15	.70	.70		9¢	
LATHER	S	11.79		.80		1¢	3if
MILLWRIGHT & PILEDRIVER	S	11.69	.70	6%		2¢	4if
OPERATING ENGINEER (BUILDING)	S-SS US	8.35-12.50	.75	.65		10¢	
OPERATING ENGINEER (HIGHWAY)	S-SS-US	8.59-11.57	.75	.65		10¢	
OPERATING ENGINEER (SEWER)	S-SS-US	8.59-11.57	.75	.65		10¢	
PAINTER	S	9.90-10.90	.60	.85		12¢	6misc.
PLASTERER	S	10.08	.60	.80			
PLUMBER & STEAMFITTER	S	13.75	.55	.90		7¢	7if
MOSAIC & TERRAZZO GRINDER	S	9.50-11.05					
ROOFER	S	11.90		.30			
SHEETMETAL WORKER	S	12.67	.72	.77		10¢	42¢sasmi 14if
TEAMSTER (BUILDING)	S-SS US	9.60½-10.55½	29.00pw	37.00pw			
TEAMSTER (HIGHWAY)	S-SS-US	8.20½-9.80½	31.50pw	37.00pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS [illegible] DAY OF [illegible], 19[illegible]

[illegible]
REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDING AGENT.

[illegible]
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

4920

TITLE OF ORDINANCE SPECIAL ORDINANCE - IMP. RES. NO. 5869-80 - NW CENTRAL, PH. IV

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS S-80-07-35

SYNOPSIS OF ORDINANCE CONTRACT FOR CURB AND SIDEWALK IMPROVEMENT RESOLUTION NO. 5869-80, NORTHWEST CENTRAL NEIGHBORHOOD, PHASE IV, CAPITAL IMPROVEMENT, FOR CONSTRUCTION OF CURBS AND SIDEWALKS, WHERE NEEDED ALONG CLARK STREET FROM HIGH STREET TO SECOND: ORCHARD STREET FROM HIGH TO THIRD: MARION STREET FROM HIGH TO THIRD: ALSO KNOWN AS NORTHWEST CENTRAL NEIGHBORHOOD, PH. IV, CAPITAL IMPROVEMENT. SAID PROJECT WAS BID MAY 28, 1980 AT 9 A.M. T & F CONSTRUCTION CORP., CONTRACTOR, WAS LOW BIDDER AT $25,565.45. SEE ATTACHED BID TABULATION SHEET.

(CONTRACT ATTACHED)

PRIOR APPROVAL ACQUIRED JUNE 9, 1980, A COPY OF WHICH IS ATTACHED HERETO

EFFECT OF PASSAGE CONSTRUCTION OF SIDEWALKS AND CURBS IN THE ABOVE-DESCRIBED AREA

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) $25,565.45 FROM C D & P FUNDS

ASSIGNED TO COMMITTEE Public Works

EP